

BRAE CORPORATION

RECORDATION NO. 10774-C
Filed 1425

AUG 27 1981 - 2 35 PM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 10774-B
Filed 1425

AUG 27 1981 - 2 35 PM
INTERSTATE COMMERCE COMMISSION

August 20, 1981

RECORDATION NO. 10774-B
Filed 1425

1-239A104

AUG 27 1981 - 2 35 PM

No.

AUG 28 1981

Date.....

Fee \$110.00

ICC Washington, D. C.

Ms. Agatha Mergenovich, Secretary
INTERSTATE COMMERCE COMMISSION
12th & Constitution, Room 2215
Washington, D. C. 20423

Dear Ms. Mergenovich:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303 are one original and four copies of each of the following documents:

1. Lease Agreement dated as of December 1, 1978 between BRAE Corporation and Railroad Consultants. The names and addresses of the parties to this Lease Agreement are as follows:

LESSOR: BRAE Corporation
Four Embarcadero Center, Suite 3100
San Francisco, CA 94111

LESSEE: Railroad Consultants
111 Sutter Street, Suite 600
San Francisco, CA 94104

2. Sublease Agreement dated as of December 1, 1978 between Railroad Consultants and Union Railroad of Oregon. The names and addresses of the parties to this Sublease Agreement are as follows:

SUBLESSOR: Railroad Consultants
111 Sutter Street, Suite 600
San Francisco, CA 94104

SUBLESSEE: Union Railroad of Oregon
111 Sutter Street, Suite 600
San Francisco, CA 94104

3. Supplemental Agreement dated as of June 20, 1981 between BRAE Corporation, Railroad Consultants and Union Railroad of Oregon. The names and addresses of the parties to this Supplemental Agreement are as follows:

LESSOR: BRAE Corporation
Four Embarcadero Center, Suite 3100
San Francisco, CA 94111

LESSEE: Railroad Consultants
111 Sutter Street, Suite 600
San Francisco, CA 94104

SUBLESSEE: Union Railroad of Oregon
111 Sutter Street, Suite 600
San Francisco, CA 94104

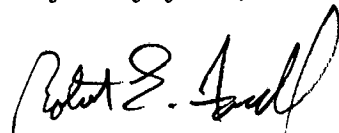
Please file and record these documents under the names of the parties as indicated. Additionally, in view of the fact that these documents relate to the Conditional Sale Agreement dated as of August 28, 1979 between REFCO Transport Equipment, Inc. and FMC Corporation previously recorded at 3:45 p.m. on August 29, 1979, and assigned recordation number ~~10544~~ ¹⁰⁷⁷⁴, please assign these documents the next available letter designations under that primary number.

The equipment which is subject to each of the three above-listed documents are 65 XM Boxcars marked as follows:

UO 1500 - UO 1549, inclusive
UO 8001 - 8015, inclusive

Please return: (1) your letter acknowledging the filing, and (2) receipt for the \$110 filing fee for the two leases and the supplemental agreement paid by check drawn on this firm, (3) the enclosed copies of this letter and (4) each of the enclosed originals along with three copies of each, retaining one for each of your files - stamped with your official recordation information.

Very truly yours,



Robert E. Farrell
Counsel

ref nmd

Enclosures

SUPPLEMENTAL AGREEMENT

AUG 27 1981 -2 35 PM

DATE: June 20, 1981

INTERSTATE COMMERCE COMMISSION

PARTIES: BRAE Corporation, a Delaware corporation ("BRAE"),
Railroad Consultants, a California Limited Partnership ("Lessee"),
and Union Railroad of Oregon, an Oregon corporation ("Sublessee").

RECITALS:

- A. BRAE and Lessee have entered into a lease agreement dated as of December 1, 1978, which, together with any amendments and riders concluded heretofore, will be herein referred to as the "Lease".
- B. Pursuant to the Lease, Lessee has leased from BRAE certain railcars (the "Cars") which are identified on equipment schedules which are attached to the Lease. Subject to the following terms and conditions, BRAE and Lessee intend to cause 15 additional railcars (the "Additional Cars") to become subject to the Lease. The Additional Cars are listed and described on the equipment schedule attached hereto as Exhibit A.
- C. The Cars are being subleased by Lessee to Sublessee pursuant to a sublease agreement dated as of December 1, 1978, which together with any amendments and riders concluded heretofore, will herein be referred to as the "Sublease." Subject to the following terms and conditions, BRAE Lessee, and Sublessee intend to cause the Additional Cars to also be sublet to Sublessee pursuant to the Sublease.
- D. BRAE, Lessee, and Sublessee intend to cause the Additional Cars to be assigned to the Peoria and Pekin Union Railway Company ("Peoria") subject to the terms of a letter agreement between BRAE and Peoria dated June 8, 1981 and attached hereto as Exhibit B (the "Assignment Agreement").
- E. In consideration of the mutual covenants contained herein, the parties agree to modify and supplement the terms of the Lease and Sublease as follows:

AGREEMENTS

- 1. The terms used in this Agreement which are defined in the Lease and Sublease shall have the same meanings herein as specified therein, except when specifically redefined herein.
- 2. Lessee and Sublessee hereby consent to the terms of the Assignment Agreement.
- 3. The term of this Agreement shall be co-terminous with the Assignment Agreement, including any and all extended terms thereof.
- 4. Throughout the term hereof, the Additional Cars shall be marked with the railroad markings of Sublessee. BRAE shall pay all costs incurred in marking the Additional Cars.
- 5. Notwithstanding the terms of the Lease and the Sublease, the Utilization percentage for the Additional Cars shall not be included in the calculation used in determining

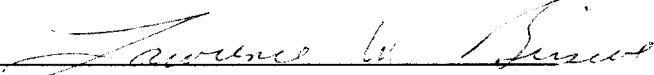
Utilization for all cars subject to the Lease and the Sublease unless the inclusion of the Utilization percentage for the Additional Cars would cause the Utilization for all cars subject to the Lease and Sublease to be increased.

6. This Agreement and the Equipment Schedule attached hereto as Exhibit A shall be attached to and incorporated by reference in both the Lease and the Sublease and the Additional Cars shall thereby be made subject to the Lease and the Sublease as modified by this Agreement.

7. Except as modified herein, the Lease and the Sublease shall both remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.


BRAE CORPORATION

By 

Printed Name Lawrence W. Briscoe

Title _____


RAILROAD CONSULTANTS

By 

Printed Name Hugh M. Cley

Title General Partner

UNION RAILROAD OF OREGON

By 

Printed Name Hugh M. Cley

Title Union President

EXHIBIT A

EQUIPMENT SCHEDULE

<u>Number of Cars</u>	<u>Description</u>	<u>A.A.R. Designation</u>	<u>Car Numbers</u>	<u>Physical Dimensions</u>
15	Type: Used Boxcar Capacity: Volume:	XM		

BRAE

CORPORATION

June 8, 1981

Peoria & Pekin Union Railway Company
Peoria, Illinois 61611

Dear Mr. Mankin:

This letter will set forth the terms and conditions under which BRAE Corporation ("BRAE") will cause to be assigned to Peoria & Pekin Union Railway Company ("Peoria") 15 fifty ft. single door boxcars (the "Cars").

1. If necessary, BRAE shall cause the Cars to be remarked, and shall pay all costs incurred for such remarking. At BRAE's option, Peoria will perform any such remarking of the Cars and bill BRAE only for the costs of labor and materials. Prior to delivering any Cars to Peoria, BRAE will advise Peoria of the identifying marks which the Cars will bear, and the identity of the lessee to whom BRAE is leasing the Cars.
2. The Cars will be free of all car hire charges while on the Peoria tracks.
3. This assignment will be for a six month period commencing upon the date on which the last of the Cars is delivered to Peoria. This assignment shall automatically be extended for three additional six month terms; provided, however, that BRAE or Peoria may terminate this assignment at the expiration of the original or any extended term by written notice delivered to the other not less than ninety days prior to the end of such term.
4. BRAE will be responsible for all maintenance, property tax and insurance costs with respect to the Cars while this Agreement is in effect.
5. BRAE will pay all transportation costs incurred in delivering the Cars to, or removing the Cars from, the Peoria. Peoria agrees to reasonably assist BRAE in minimizing these costs by using best efforts to obtain Rule 5 transportation costs for the Cars.
6. Peoria hereby agrees that the Cars shall be used solely for offline loading.
7. BRAE may, upon seven days written notice to Peoria, terminate the assignment with respect to any or all of the Cars during any calendar month in which the offline use of the Cars based upon per diem earning days is less than 70%.

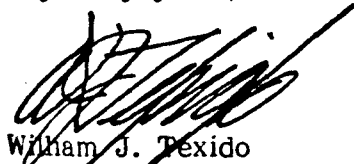
8. Upon the expiration or earlier termination of this assignment with respect to any Car, Peoria shall use its best efforts to load each such Car or Cars and deliver them to a connecting carrier for shipment. In addition, Peoria shall provide up to 30 days free storage, if track is available on its railroad track, for BRAE or the subsequent user of any terminated Car.

9. While the Cars are on the Peoria tracks, Peoria agrees to load or order the loading of the Cars, prior to loading, or ordering the loading of, substantially similar foreign cars interchanged to Peoria, or railcars purchased or leased by Peoria subsequent to the date hereof.

10. Peoria will supply BRAE with reports (including daily telephone reports of the number of Cars on its tracks) regarding the loading and use of the Cars by Peoria on its tracks as BRAE may reasonably request.

If the foregoing is acceptable to Peoria, please have this letter executed by a duly authorized officer of Peoria and return the enclosed duplicate original to me.

Very truly yours,


William J. Texido
President

PEORIA & PEKIN UNION RAILWAY COMPANY

By W. D. Thorne

Printed Name W. D. Thorne

Title Director-Administration, Asst. Treas.